



Terms and Conditions

SALES:

- Prices are F.O.B. BI Aero, LLC Warren, NJ or F.O.B. BI Aero, LLC point of shipment for any drop shipment and unless specifically stated otherwise, do not include packing, marking, freight, insurance, taxes, duties and similar charges.
- For sales orders under \$3,500, Terms of Sales are either approved C.O.D. courier services or wire transfer (collected funds) or credit card charge prior to shipment. Sales amounts above \$3,500 are only wire transformer prior to shipment. Sales amounts include any potential core charges associated with the sale of components. In the event that credit terms are granted, terms will be Net 30 days after date of shipment. Terms will not be considered for first time sales and will only be considered after receipt of a second Purchase Order and completed BIA Customer Profile. There is a 3.5% Credit Card Transaction fee and 1.5% per month service charge (18% annually) applied to all past due accounts. In the event credit terms have been approved, for exchange sales, customer credit line must be sufficient to cover both exchange fee and potential core deposits.
- Risk of loss of goods sold hereunder shall be borne by Seller, BI Aero, LLC, only until the goods are delivered to the shipping carrier; regardless of whether or not the Seller is participating in the freight expense. Any claim for loss or damage by the Buyer must be made against the carrier.
- All material being returned, regardless of reason, will require the issuance of a "Return Material Authorization" (RMA) number prior to the physical return of the material. Returns will be reviewed on a case-by-case basis. To obtain an RMA number please contact the BI Aero, LLC Operations Department. Issuance of an RMA does not constitute an acceptance of the return by BI Aero, LLC. Returns will not be accepted if material has been engine run, modified, damaged or altered and if original paperwork documentation is not supplied with the return. Re-stocking charges of 15% of the total invoice will apply; no RMA's will be issued and no returns will be accepted later than 30 days after the invoice date.
- It is specifically understood and agreed that title to all parts and materials listed or included on invoice shall remain in BI Aero, LLC until full payment of same has been received. The Purchaser agrees to pay all cost of collection, including a reasonable attorney's fee.
- BI Aero, LLC makes no warranty of merchantability regarding the goods covered by this invoice, either expressed or implied.
- The goods subject to this invoice are not warranted as suitable for any purpose particular to the Buyer. The suitability of goods for any purpose particular to the Buyer is for the Buyer, in his sole judgment, to determine. BI Aero, LLC assumes no responsibility for the selection or furnishing of goods suitable to the individual needs and purposes of any particular Buyer.
- Buyer agrees not to sell, export, re-export, or ship any parts or materials subject to this invoice to current embargoed or banned nations as set forth by the United States Government. Some parts or material may require export licensing from the United States Treasury Department. Any such licensing is solely the responsibility of the Buyer.

PURCHASING:

- All components, engines and assemblies must have original release certifications OR acceptable documentation that conforms with ASA-100 Appendix A requirements AND trace to a prior approved source including documentation indicating (if applicable):
 - subject material was NOT subjected to condition of extreme stress, heat or environment
 - all Airworthiness Directives (AD's) that are represented as having been accomplished are documented. Certification of compliance shall specify AD number, AD amendment number, date, and method of compliance, i.e., "AD xx-xx-xx terminated (date). Replaced shaft seal with P/N _____ shaft seal (signature)"
 - items identified as overhauled, repaired or modified have the appropriate signed and dated documentation to substantiate the condition of the part
- Any changes to these Purchasing terms must be expressly indicated on the Purchase Order.
- All material must pass incoming inspection and are subject to return if material does not pass visual or dimensional inspection of material and/or packaging.